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3/20/01 CORPORATE DETAIL RECORD SCREEN 9:52 AM
NUM: A940000000007 ST FL ACTIVE/FL LP
ACT CONT: 2,327,252.00 FEI#: 65-0453908
NAME : ARONOFF FAMILY LIMITED PARTNERSHIP
PRINCIPAL: 230-174TH STREET, #1618
ADDRESS MIAMI BEACH, FL 33160
RA NAME : ARONOFF, LOUIS NAME CHG: 03/16/99
RA ADDR : 230-174TH STREET, #1618 ADDR CHG: 03/16/99
MIAMI BEACH, FL 33160 US
ANN REP : (1998) I 10/20/97 (1999) I 03/16/99 (2000) I 05/10/00

MJH

1. MENU, 3. PARTNERS

ENTER SELECTION AND CR:

FILED
01 MAR 19 PM 4:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

800003589878--1
-03/21/01--01029--016
588.75 **52.50

FF \$52.50
OP 10.00

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

ARONOFF FAMILY LIMITED PARTNERSHIP

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on DECEMBER 1993, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

1.3 ; 1.4 ; 1.7 ; 1.8 ; 2.1 ; 4.1A ; 7.3 ; 8.1 ;
8.2 ; 8.3 ; 9.1B ; 9.4

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SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

Signature of current general partner:

Signature(s) of new general partner(s), if applicable:

Jeffrey Aronoff
Rosely Aronoff
x Adrienne Nord
x [Signature]

**FIRST AMENDMENT TO THE
ARONOFF LIMITED PARTNERSHIP AGREEMENT**

THIS Amendment is between Annette Mord, Rosalyn Crane, Herbert Aronoff and Joel Aronoff, as of the 21 day of JULY, 2000.

W I T N E S S E T H :

WHEREAS, the parties previously entered into a Family Limited Partnership Agreement;
and

WHEREAS, the parties desire to amend the Family Limited Partnership Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the parties agree as follows:

1. Paragraph 1.3 is deleted, and in its place is added: "1.3. The address of the office of this limited partnership is 4522 Hazelton Lane, Lake Worth, Florida 33467."

2. Paragraph 1.4 is deleted, and in its place is added "1.4. Place of Business. The principal place of business of the partnership shall be at Hazelton Lane, Lake Worth, Florida 33467."

3. Paragraph 1.7 is deleted, and in its place is added "1.7. Name and address of agent. The name and address of agent for service of process in Florida is J. Steven Warner, Cinnamon Tree Plaza, Suite 320, 5701 North Pine Island Road, Ft. Lauderdale, Florida 33321."

4. Paragraph 1.8 is deleted

5. Paragraph 2.1 is deleted, and in its place is added "2.1. Additional general partners shall be designated as required by a majority vote of all limited partners."

6. Paragraph 4.1 A .is added as follows: "4.1. An additional capital contribution is made to the partnership by Annette Mord, Rosalyn Crane, Herbert Aronoff and Joel Aronoff of their respective ownership interests in the rental properties located at 74-01 Eliot Avenue, Middle Village, New York 113791 and 146-15 Union Turnpike, Flushing, New York 11358."

7. Paragraph 7.3 is deleted.

8. Paragraph 8.1 is deleted, and in its place is added "8.1. The general partners of this partnership are Rosalyn Crane, Annette Mord, Herbert Aronoff and Joel Aronoff. If a general partner dies, becomes bankrupt or withdraws, the remaining partners shall, at their discretion, dissolve, or in the alternative vote by majority to continue partnership."

9. Paragraph 8.2 is deleted, and in its place is added "8.2. Limited partner. Upon the death of a limited partner, the partnership shall distribute to the successor or successors in interest of said limited partner that share of said limited partners income from the partnership."

10. Paragraph 8.3 is deleted.

11. Paragraph 9.1.B is deleted, and in its place is added "9.1 B. Notwithstanding Paragraph 9.1 A. each original limited partner, Rosalyn Crane, Annette Mord, Herbert Aronoff and Joel Aronoff have the unrestricted right to gift or assign any or all of their interest without the consent of anyone. The assignee shall have all rights and powers of a limited partner as set forth herein."

12. Paragraph 9.4 is deleted.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the date first above written:

Signed, sealed, and delivered in the presence of:

X Rachel Flory
Husband & Wife

Rosalyn Crane a/k/a Lynn Parnes
Rosalyn Crane, General Partner

X Rachel Flory
Husband & Wife

Herbert Aronoff
Herbert Aronoff, General Partner

X Rachel Flory
Husband & Wife

Rosalyn Crane a/k/a Lynn Parnes
Rosalyn Crane, Limited Partner

X Rachel Flory
Husband & Wife

Herbert Aronoff
Herbert Aronoff, Limited Partner

X Rachel Flory
Husband & Wife

Annette Mord
Annette Mord, Limited Partner

X Rachel Flory
Husband & Wife

Joel Aronoff
Joel Aronoff, Limited Partner

State of Florida
County of

The foregoing instrument was acknowledged before me by Annette Mord, Rosalyn Crane, Herbert Aronoff and Joel Aronoff who are personally known to me or who have produced Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and seal in the state and county aforesaid this July 21st, 2000.



Lisa M. Setaro
MY COMMISSION # CC888204 EXPIRES
November 15, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Lisa M. Setaro
Notary Public

Printed name: Lisa M. Setaro

My commission expires: